Tenant Participation Funds Agreement

This agreement between Frostburg Housing Authority and **People's Voice of Meshach Frost Village Resident Council (RC)** establishes the parties' relationship regarding tenant participation funds. It governs decisions on how these funds are budgeted, disbursed, and audited. This agreement establishes a collaborative partnership, provides flexibility, and supports the resident council's independence and leadership. It is based on **24 CFR 964.150** and HUD Notice PIH 2021-16 (HA), **Guidance on the use of Tenant Participation Funds**.

The Resident Council will:

1. Work with the membership to determine how tenant participation funds will be used to improve the quality of life for public housing residents.
2. Submit an annual budget to request and receive tenant participation funds (**24 CFR 964.150**).
3. Only request and use funds for eligible purposes to improve residents' quality of life and support residents in creating a positive living environment in their community.
4. Evaluate expenses to ensure that costs are necessary and reasonable.
5. Provide assurance that all expenses comply with all relevant provisions of law and will promote serviceability, efficiency, economy and stability in the operation of the local development (**24 CFR 964.130**).
6. For purchases over $300, the Resident Council will solicit at least three (3) bids and choose the lowest bid that meets the purchase requirements.
7. Insurance: in order to insure the value of purchased items, the Resident Council will be covered by the Housing Authority's insurance.
8. Permit the Housing Authority to inspect and audit the resident council's financial records related to this agreement on demand, with at least five (5) business days' notice (**24 CFR 964.150**).
9. Monitor the annual budget. The treasurer will be responsible for all financial record keeping.
10. Communicate with the Housing Authority on requests for spending, purchasing and providing required documentation.
11. The Annual budget will need to be prepared and voted on by the Resident Council in September and submitted to the Housing Authority for review and inclusion into the Housing Authority's Annual Budget, which is prepared, voted on, and submitted to HUD in October.
12. Within 30 days of the end of the fiscal year, the Resident Council will submit a report to the PHA detailing how the tenant participation funds were used. This statement will be signed by the Board Treasurer and President and affirm that all funds were spent as reported, did not go against any provisions of the law and promote serviceability, efficiency, economy and stability (**24 CFR 964.150**). This will be due to the Administrative Office no later than January 31st.

13. Will not seek or use funding through this agreement for expenses that have been, or will be, paid for by another funding source.
14. Will not use tenant participation funds to attempt to influence any elected or government official in order to obtain a federal contract, grant, or award.
15. Will not engage in any activity that could be seen as a bribe, kick-back, or other inducement in any way that would affect the PHA's interests.

The PHA will:

1. On or before January 1st, the PHA will inform the Resident Council of whether funding has been made available by Congress and HUD and the total amount available for the year ($15 per occupied unit, if appropriated), unless the Administration and Board of Commissioners vote to allocate more if the budget allows.
2. Subject to funding from Congress and HUD, provide the Resident Council with tenant participation funds.
3. Funds will be allocated annually to Tenant Participant Fun for the Resident Council's use (**24 CFR 964.150**).
4. The amount of funds disbursed cannot exceed the approved budget. If the amount is less, the PHA will retain the remainder until a qualifying request has been submitted.
5. Issue payment to the Resident Council when requests are made to the Housing Authority. Requests will be reviewed and paid or purchases made on behalf of the Resident Council within five business days.
6. Will maintain all accounting and bookkeeping for the Resident Council.
7. Ensure the Resident Council's requested expenses are allowable under HUD regulations (24 CFR § 964; 2 CFR § 200 Subpart E) and consistent with this agreement **(PIH 2021-16(4)(A))**.
8. Advise the Resident Council on the supporting documentation that may be necessary to verify and audit expenses **(PIH 2021-16(4)(A))**.
9. Inspect and audit the Resident Council's financial records annually. (**24 CFR 964.150**).
10. Provide a written explanation for any denied requests, describing why the request failed to meet established evaluation criteria **(PIH 2021-16(4)(C))**.
11. Provide the Resident Council technical assistance, or support in finding technical assistance, in the areas of administration, budgeting, and financial reporting to comply with HUD requirements and this agreement **(PIH 2021-16(4)(A))**.
12. A request for spending form will be developed between the Housing Authority and the Resident Council. The form will be attached to this agreement for reference.

Training and Travel

1. Travel to events, including jurisdiction-wide resident council meetings, approved trainings, and shall be reimbursed **at the IRS standard mileage reimbursement rates or** reimbursed based on receipts.
2. Any travel must be pre-approved by the PHA and resident council and planned for in the annual budget.

3. Travel and lodging for approved out-of-town trainings will be based on the "GSA Per Diem Rates for Federal Travelers" which sets maximum rates for lodging, meals, and incidentals.

Misappropriation of funds:

1. For any misappropriation of funds, a remedy will be negotiated between the Resident Council and the PHA.
2. The PHA has the right to withhold funds should it find that funds previously distributed were not spent in a manner consistent with this agreement.
3. The Resident Council will be responsible for returning any funds it finds were spent in a way inconsistent with this agreement.

Administrative Disputes

1. The resident council may dispute decisions made by the Housing Authority by submitting a written statement to the Housing Authority describing the dispute.
2. The PHA shall endeavor to issue a written response within thirty (30) calendar days of receipt of the Resident Council's dispute. The parties shall negotiate in good faith to reach a settlement of any such dispute.
3. In the event they are unable to resolve the dispute within thirty (30) calendar days, such dispute shall be submitted to the HUD Field Office following HUD regulations.

Termination of the Agreement

1. In the event that the Housing Authority withdraws recognition of the resident council as duly elected, this agreement shall automatically end immediately upon the date of withdrawal of recognition. The resident council will be entitled to funding for approved activities up to the date of termination.
2. If, due to reduced HUD funding, other financial or administrative issues, or program-wide changes to administration of tenant participation funds, either party deems it necessary to modify this Agreement, the two parties shall negotiate in good faith to modify the Agreement to address the issues.
3. If an agreement related to administrative or funding changes cannot be agreed to or the resident council disputes the housing authority's termination of recognition, the resident council may dispute it following the section on Administrative Disputes.

Undisbursed Funds

1. If, at the end of a fiscal year, the PHA retains any undisbursed funding under this agreement that was not committed or obligated for an eligible expense, that remaining funding will remain available to the Resident Council for the next fiscal year, provided that the Resident Council may still only use such funding in accordance with this agreement.

2. The allocation of funds and the budget will be reviewed and approved annually.

On February 18, 2025, the members of the People's Voice of Meshach Frost Village Resident Council, in agreement with the Housing Authority of the City of Frostburg, voted and approved the Tenant Participation Fund Agreement.

Ashley Lane, LMSW 2/21/25
Ashley Lane, LMSW, C-PHM
Executive Director

Resident Council Members

John Sizemore

Media "Cee" Taylor

Todd Werner

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Regina Bittner